

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

21
Jm

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

April 12, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Risk Management Unit, to enter into a contract amendment with Slawsby Insurance Agency(s), Inc. (Slawsby) Nashua, NH (VC#154809) for the continuation of property appraisal services for the period effective May 2, 2013 through December 31, 2013. The original contract for property insurance that also included appraisal services was approved by Governor and Council on April 28, 2010, item #16, and expires on May 1, 2013. All other terms and conditions of the contract remain unchanged.

EXPLANATION

The Governor and Council approved a three year contract with Slawsby to provide property insurance. Another part of that contract included \$36,000 in funding for appraisal services. To date, the Risk Management Unit has arranged for seventeen property appraisals to determine the replacement cost of those properties; the Risk Management Unit uses the appraisals as a basis for determining the insurance coverage required for a particular property. The Risk Management Unit has also secured two other appraisals to determine the fair market value of properties in order to assist the Division of Plant & Property in selling those properties.

Slawsby continues to hold \$12,600 to pay for appraisal services. The Risk Management Unit anticipates that this will cover the cost of ten additional appraisals to be completed by December 31, 2013.

Based on the foregoing and this contract extension's ability to allow for the completion of the property appraisals with no additional cost to the State, I am respectfully recommending approval of the contract amendment with Slawsby Insurance Agency.

Respectfully Submitted,



Linda M. Hodgdon
Commissioner

Amendment to Commercial Property Insurance Coverage
for State Owned Buildings

This amendment to the Commercial Property Insurance Coverage for State Owned Buildings Agreement (the Agreement) shall be effective May 1, 2013 and amends the agreement between the State of New Hampshire (the State) and Slawsby Insurance Agency, Inc. (Slawsby) dated April 2, 2010 and approved by Governor and Council of the State of New Hampshire at its meeting on April 28, 2010.

Any terms of the Agreement in conflict with the terms herein are rendered null and void.

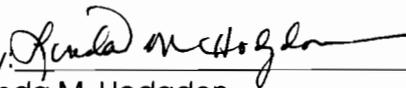
The parties agree as follows effective May 1, 2013:

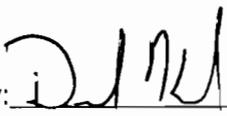
1. The completion date of the contract shall be extended to December 31, 2013 for the sole purpose of authorizing Slawsby to complete the property appraisals as directed by the state and consistent with the compensation terms of the Agreement.
2. The State agrees that Slawsby shall conduct these appraisals through its subcontractor Jude Flynn, or any other subcontractor that is approved by the State.
3. Slawsby shall pay the subcontractor for conducting the property appraisals consistent with the compensation terms of the Agreement from the funds that the State has already paid to Slawsby which funds Slawsby is holding for the sole purpose of securing appraisals for the State. The State shall not be obligated to any additional funds to Slawsby for appraisals.
4. Any funds that are unexpended at the termination of the agreement shall be returned by Slawsby to the State.

Authorized representatives of the parties have signed this Amendment.

THE STATE OF NEW HAMPSHIRE

SLAWSBY INSURANCE AGENCY, Inc.

By: 
Linda M. Hodgdon
Commissioner
Date: 4/18/13

By: 
David Herod
Vice President of Sales
Date: 4/11/2013

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss

Then personally appeared before me this 11th day of April, 2013, the above named Slawsby Insurance representative, David Herod, who acknowledged the foregoing instrument to be a free act and deed and a free act and deed of Slawsby Insurance Agency.

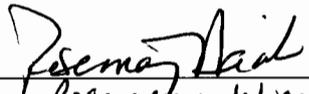
KENDRA COTE
Notary Public - New Hampshire
My Commission Expires August 19, 2014


Notary Public
Commission Expires: Aug 19, 2014

Contractor's Initials DH
Date: 4/11/2013

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL
(Form, Substance and Execution)

By: 
Name: Rosemary Wiant
Title: Assistant Attorney General
Date: 4-19-13

I hereby certify that the foregoing contract was approved by Governor and council of the State of New Hampshire at the Meeting on _____, 2013

OFFICE OF THE SECRETARY OF STATE

By: _____
Name: _____
Title: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Slawsby Insurance Agency, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 17, 1973. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

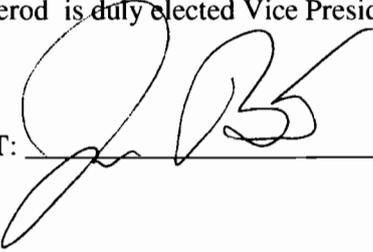
CERTIFICATE OF VOTE/CERTIFICATE OF AUTHORITY

I, Jon C Barton hereby certify that I am duly elected **President** and Director of Slawsby Insurance Agency, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on April 11, 2013, at which a quorum of the Board was present and voting.

VOTED: That David E. Herod is duly authorized to enter into a specific contract namely Commercial Property Insurance Bid RFB 2010-133 with Travelers Insurance and the State of NH and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of April 11, 2013, and that David E. Herod is duly elected Vice President of Sales of this Corporation.

DATED 4/11/2013 ATTEST:  _____

(Affix Corp. Seal)


KENDRA GOTE
Notary Public - New Hampshire
My Commission Expires August 19, 2014

WESTPORT INSURANCE CORPORATION
CERTIFICATE OF INSURANCE
(Claims First Made)

Issue Date: 4/11/2013

Certificate Holder:

NH DEPARTMENT OF ADMINISTRATIVE SERVICES
RISK MANAGEMENT UNIT
ATTN: DIANE B. CALDON, ADMIN. ASSISTANT
25 CAPITOL STREET, ROOM 412
CONCORD, NH 03301

This is to certify that the named insured is covered by the insurance policy described below issued by Westport Insurance Corporation of Overland Park, Kansas. Coverage afforded the named insured is subject to all terms, exclusions, limitations and conditions of such policy. Limits shown may have been reduced by paid claims. This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

TYPE OF INSURANCE: Insurance Agents Errors & Omissions Liability

POLICY NUMBER: WED4NH005185707

NAMED INSURED: MINUTEMAN SERVICES, INC.

OTHER INSURED AS DEFINED IN POLICY:

ADDITIONAL INSURED: THE SLAWSBY INS. AGENCY, INC.

Policy Aggregate Limit of Liability for all "coverage units": \$10,000,000

CLAIMS EXPENSES ARE IN ADDITION TO THE LIMIT OF LIABILITY FOR THE COVERAGES PROVIDED BY THE ABOVE POLICY NUMBER

CLAIMS EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY FOR THE COVERAGES PROVIDED BY THE ABOVE POLICY NUMBER

Limits of Liability:	\$ 5,000,000	Per Claim
	\$10,000,000	Aggregate for the Policy Period
Sublimit of Liability for BREACH OF PERSONAL DATA:	\$1,000,000	Per Claim
	\$1,000,000	Aggregate for the Policy Period
Deductible:	\$ 10,000	Per Claim
	\$ 30,000	Aggregate for the Policy Period

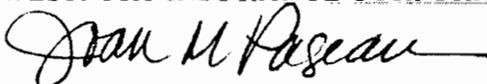
Retroactive Date: **Full Prior Acts**

EFFECTIVE DATE: FROM: September 01, 2012

TO: September 01, 2013

By the issuance of this Certificate, Westport Insurance Corporation assumes no obligation to provide notice of change in or cancellation of the policy.

WESTPORT INSURANCE CORPORATION



Authorized Representative

State of New Hampshire

#16

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

April 7, 2010

His Excellency, Governor John H. Lynch
And the Honorable Council
State House
Concord, NH 03301

Requested Action

Authorize the Department of Administrative Services (DAS) to enter into a contract with Slawsby Insurance Agency, Inc., Nashua, NH (VC#154809) in the amount not to exceed \$1,006,000, for the purchase of commercial property, earthquake and flood insurance coverage for state owned buildings from May 1, 2010 through May 1, 2013. **100% General Funds.**

Funding is available in the following DAS account with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for fiscal year 2012 is contingent upon appropriation and availability of funds.

010-014-13750000 Risk Management Unit	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>
211-500757 Catastrophic Casualty Ins.	\$322,000	\$342,000	\$342,000

Explanation

The procurement of commercial property insurance for state-owned buildings is not required by statute but is part of a strategic risk management plan to limit the State's exposure to financial loss from a catastrophic property loss, earthquake or flood event. Two hundred and forty eight properties with a value of \$1 million or greater from twenty State agencies are covered under this policy. The blanket value of the properties is \$980,402,481. The property insurance contract will provide insurance coverage, claims, customer service and loss control services as well as thirty in-depth property appraisals.

The current contract with FIAI d/b/a Ferdinando Insurance Associates is set to expire April 30, 2010. In anticipation of the contract expiration, the Risk Management Unit issued a request for bid on January 25, 2010. Thirty-one insurance professionals at seventeen insurance agencies, or carriers, received direct notification of this solicitation, public notice was provided through the Union Leader from February 2, 2010, to February 4, 2010, and the RFB was posted on the Bureau of Purchase and Property website. On March 5, 2010, three vendors responded with offers to provide coverage in compliance with bid specifications: Ferdinando Insurance Associates, Inc., Slawsby Insurance Agency, Inc. and Chittenden Insurance Group.

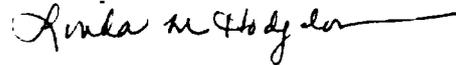
His Excellency, Governor John H. Lynch
And the Honorable Council
April 7, 2010
Page 2 of 2

The incumbent, FIAI d/b/a Ferdinando Insurance Associates, submitted a bid with two options from Acadia Insurance Company and one option from Great American Insurance Company. The bid documents specified that earthquake and flood insurance were required coverages. The Acadia option lacked this, therefore the Acadia option is non-compliant. Slawsby Insurance Agency submitted a bid from Travelers Insurance Company. Chittenden Insurance Group submitted a bid with several options from Lexington Insurance Company. Please see the attached chart for the quotation details.

The bidder meeting bid specifications with the lowest rate is Slawsby with .0301 for a \$1 million deductible policy from Travelers covering property, earthquake and flood. Since this is an RFB, the bidder that provides the lowest rate while meeting or exceeding the eligibility criteria is awarded the contract. The coverage levels and deductibles are the same as the last policy term with a \$23,006 decrease in premium for FY 2010.

Due to budget constraints and the very low chance of a large-scale terrorism event upon State properties, Terrorism coverage was declined. The State had declined Terrorism coverage during the prior policy term. An additional contingency of \$20,000 for FY 2011 and FY 2012 has been included in the requested encumbrance based upon appraisals, acquisitions or new construction projects that may increase the property valuation and thus result in an increase in premium.

We respectfully request your approval.



Linda M. Hodgdon
Commissioner

LMH/rjk
Attachments

The State of New Hampshire, Department of Administrative Services, Risk Management Unit
 Insurance Agents contacted on January 25, 2010 for Commercial Property Insurance Bid
 RFB 2010-113

Name	Company	Address	Phone	Fax	E-mail
1 Terrence Abbott	TD Banknorth	2541 White Mountain North Conway, NH 03860	603-356-9471	603-356-7169	Terry.Abbott@dinsure.com
Deborah Hammond	TD Banknorth	2541 White Mountain North Conway, NH 03860	603-356-9471	603-356-7169	Deborah.Hammond@dinsure.com
2 Rob Simpson	Rowley Agency	139 Loudon Rd. Concord, NH 03301	603-224-2562	603-224-8011	rsimpson@rowleyagency.com
Jennifer Porter	Rowley Agency	139 Loudon Rd. Concord, NH 03301	603-224-2562	603-224-8011	jporter@rowleyagency.com
3 Terry Wheelock	McDuffee Insurance	309 Daniel Webster HWY Merriack, NH	603-424-9901	603-424-3203	twheelock@mcduffeeins.com
Karen Osgood	Frank Massin Agency	PO Box 435 Fitzwilliam, NH 03447	603-585-3411	603-585-3413	karenosgood@massin-ins.com
4 Charlie Massin	Frank Massin Agency	PO Box 435 Fitzwilliam, NH 03447	603-585-3411	603-585-3413	charliemassin@massin-ins.com
5 Karen Hanks	Minuteman Group/Slawbsy Insurance Agency	90 Main Street Nashua, NH 03061	800-258-1776	603-882-1843	khanks@minutemangroup.com
D. Herod	Minuteman Group/Slawbsy Insurance Agency	90 Main Street Nashua, NH 03061	800-258-1776	603-882-1843	dherod@minutemangroup.com
T. Mulligan	Minuteman Group/Slawbsy Insurance Agency	90 Main Street Nashua, NH 03061	800-258-1776	603-882-1843	tmulligan@minutemangroup.com
M. Serodio	Minuteman Group/Slawbsy Insurance Agency	90 Main Street Nashua, NH 03061	800-258-1776	603-882-1843	mserodio@minutemangroup.com
6 Art Molderez	Lakeside Insurance Agency	One Wall Street Windham, NH 03087	800-952-9033	603-432-6076	amolar@lakeside-ins.com
7 Grady Crews	Ferdinando Insurance Agency	637 Chestnut Street Manchester, NH 03104	603-669-3218	603-645-4331	gcrew@ferdinandoinsurance.com
Carrie Morgan	Ferdinando Insurance Agency	637 Chestnut Street Manchester, NH 03104	603-669-3218	603-645-4331	cmor@ferdinandoinsurance.com
Kathy Dion	Ferdinando Insurance Agency	637 Chestnut Street Manchester, NH 03104	603-669-3218	603-645-4331	'Kathy Dion'
Robin McAfee	Ferdinando Insurance Agency	637 Chestnut Street Manchester, NH 03104	603-669-3218	603-645-4331	rmca@ferdinandoinsurance.com
8 Beth Needham	Eaton & Bruce Ins. Agency, Inc'	365 Nashua St Milford, NH	603-882-2766	603-886-4230	bneedham@eatonberube.com
Kathy Russell	Wieczorek Insurance	166 Concord Street Manchester, NH 03104	603-668-3311 1-800-362-2018	603-668-2011	'kathy@wizinsurance.com'

10	Laurie Marcott	Chittenden Insurance Group	501 Islington Street Portsmouth, NH 03801	603-436-1555	603-436-0606	lmarcotte@chittendeninsurance.com
11	Art Bruinooge	Sadler Insurance Agency	24 Railroad Sq. Nashua, NH 03061	603-883-0511 ext. 304	603-883-6046	abruinooge@sadlerinsurance.com
	T. Dean	Sadler Insurance Agency	24 Railroad Sq. Nashua, NH 03061	603-883-0511 ext. 304	603-883-6046	tdean@sadlerinsurance.com
12	Terry Penny	Foy Insurance	43 Centre St. Concord, NH 03301	603-224-2378 ext.	603-224-4827	Terry.Penny@foynsurance.com
13	Bret Cote	Clark Associates Ins.	500 N. Commerical St. Manchester NH	603-622-2855 (office) 603-703-3224 (cell)	603-622-2854	bcote@clarkinsurance.com
14	Jim Samson	CorVel Corp/Northeast Region	31 Nagog Park Rd Acton, MA 01720	1-207-967-3896 (cell) 603-674-0354	1-207-967-3896	James_Samson@CORVEL.COM
15	James Santo	Santo Insurance	224 Main Street, Salem, NH 03079	603-890-6439		jsanto@santoinurance.com
	Diane Nauom	Santo Insurance	224 Main Street, Salem, NH 03079	603-890-6439		naoumd@santoinurance.com
16	Lance	Able Insurance Agency	Concord NH	603-225-6677		lance@able2insure.com
17	Jackie Roy	Infantline Insurance	203 Meetinghouse Rd Bedford NH 03110	603-669-0704		jackie@infantline.com
	Paul Sullivan	Infantline Insurance	203 Meetinghouse Rd Bedford NH 03110	603-669-0704		paul@infantline.com

*Ferdinando's quote # 1 from
Acadia Insurance Co*

Description	Policy Premium for Year One 5/1/2010-2011	Policy Premium for Year Two 5/1/2011-2012	Policy Premium for Year Three 5/1/2012-2013	TOTAL PREMIUM BY COVERAGE
REQUIRED COVERAGES				
Commercial Property Coverage with \$1,000,000 Annual Deductible	Premium = \$318,631 Rate per \$100= .0325	Premium = \$318,631 Rate per \$100= .0325	Premium = \$318,631 Rate per \$100= .0325	\$955,893
Earthquake and Flood Insurance	No EQ or Flood quote given	No EQ or Flood quote given	No EQ or Flood quote given	\$0
SUBTOTAL	\$318,631	\$318,631	\$318,631	\$955,893
OTHER				
10 PROPERTY APPRAISALS PER YEAR	Quote not given	Quote not given	Quote not given	
AGENCY COMMISSION	Included above	Included above	Included above	
OPTIONAL COVERAGE				
TRIA coverage	No quote	No quote	No quote	0
SUBTOTAL				
TOTAL PREMIUM BY YEAR	\$318,631	\$318,631	\$318,631	\$955,893

**Ferdinando's quote # 2 from
Great American Insurance Co**

Description	Policy Premium for Year One 5/1/2010-2011	Policy Premium for Year Two 5/1/2011-2012	Policy Premium for Year Three 5/1/2012-2013	TOTAL PREMIUM BY COVERAGE
REQUIRED COVERAGES				
Commercial Property Coverage with \$1,000,000 Annual Deductible	Premium = \$386,279 Rate per \$100= .0394	Premium = \$386,279 Rate per \$100= .0394	Premium = \$386,279 Rate per \$100= .0394	\$1,158,837
Earthquake and Flood Insurance	Included above	Included above	Included above	
SUBTOTAL	\$386,279	\$386,279	\$386,279	\$1,158,837
OTHER				
10 PROPERTY APPRAISALS PER YEAR	Quote not given	Quote not given	Quote not given	
AGENCY COMMISSION	Included above	Included above	Included above	
OPTIONAL COVERAGE				
TRIA coverage	\$3,235	\$3,235	\$3,235	\$9,705
SUBTOTAL	\$3,235	\$3,235	\$3,235	\$9,705
TOTAL PREMIUM BY YEAR	\$389,514	\$389,514	\$389,514	\$1,168,542

*Slawsby's quote from
Travelers Insurance Co*

Description	Policy Premium for Year One 5/1/2010-2011	Policy Premium for Year Two 5/1/2011-2012	Policy Premium for Year Three 5/1/2012-2013	TOTAL PREMIUM BY COVERAGE
REQUIRED COVERAGES				
Commercial Property Coverage with \$1,000,000 Annual Deductible	Premium = \$265,588 Rate per \$100= .0271	Premium = \$265,588 Rate per \$100= .0271	Premium = \$265,588 Rate per \$100= .0271	\$796,764
Earthquake and Flood Insurance \$1,000,000 deductible	Premium = \$29,412 Rate per \$100= .003	Premium = \$29,412 Rate per \$100= .003	Premium = \$29,412 Rate per \$100= .003	\$88,236
SUBTOTAL	\$295,000	\$295,000	\$295,000	\$885,000
OTHER				
10 PROPERTY APPRAISALS PER YEAR	\$12,000	\$12,000	\$12,000	\$36,000
AGENCY COMMISSION	\$15,000	\$15,000	\$15,000	\$45,000
SUBTOTAL	\$27,000	\$27,000	\$27,000	\$81,000
TOTAL PREMIUM BY YEAR	\$322,000	\$322,000	\$322,000	\$966,000
OPTIONAL COVERAGE				
TRIA coverage	\$30,000	\$30,000	\$30,000	\$90,000
GRAND TOTAL PREMIUM BY YEAR	\$352,000	\$352,000	\$352,000	\$1,056,000

**Chittenden's quote #1 from
Lexington Insurance Co**

Description	Policy Premium for Year One 5/1/2010-2011	Policy Premium for Year Two 5/1/2011-2012	Policy Premium for Year Three 5/1/2012-2013	TOTAL PREMIUM BY COVERAGE
REQUIRED COVERAGES				
Commercial Property Coverage with \$1,000,000 Annual Deductible	Premium = \$330,000 Rate per \$100= .0337 2% surplus lines tax = \$6,600	Premium = \$330,000 Rate per \$100= .0337 2% surplus lines tax = \$6,600	Premium = \$330,000 Rate per \$100= .0337 2% surplus lines tax = \$6,600	\$1,009,800
Earthquake and Flood Insurance \$1,000,000 deductible	Included above	Included above	Included above	
SUBTOTAL	\$336,600	\$336,600	\$336,600	\$1,009,800
OTHER				
10 PROPERTY APPRAISALS PER YEAR	Included above	Included above	Included above	
AGENCY COMMISSION	Included above	Included above	Included above	
SUBTOTAL				
TOTAL PREMIUM BY YEAR	\$336,600	\$336,600	\$336,600	\$1,009,800
OPTIONAL COVERAGE				
TRIA coverage	\$9,900	\$9,900	\$9,900	\$29,700
GRAND TOTAL PREMIUM BY YEAR	\$346,500	\$346,500	\$346,500	\$1,039,500

**Chittenden's quote #2 from
Lexington Insurance Co**

Description	Policy Premium for Year One 5/1/2010-2011	Policy Premium for Year Two 5/1/2011-2012	Policy Premium for Year Three 5/1/2012-2013	TOTAL PREMIUM BY COVERAGE
REQUIRED COVERAGES				
Commercial Property Coverage with \$500,000 Annual Deductible	Premium = \$380,000 Rate per \$100= .0388 2% surplus lines tax = \$7,600	Premium = \$380,000 Rate per \$100= .0388 2% surplus lines tax = \$7,600	Premium = \$380,000 Rate per \$100= .0388 2% surplus lines tax = \$7,600	\$1,162,800
Earthquake and Flood Insurance \$1,000,000 deductible	Included above	Included above	Included above	
SUBTOTAL	\$387,600	\$387,600	\$387,600	\$1,162,800
OTHER				
10 PROPERTY APPRAISALS PER YEAR	Included above	Included above	Included above	
AGENCY COMMISSION	Included above	Included above	Included above	
SUBTOTAL				
TOTAL PREMIUM BY YEAR	\$387,600	\$387,600	\$387,600	\$1,162,800
OPTIONAL COVERAGE				
TRIA coverage	\$11,400	\$11,400	\$11,400	\$34,200
GRAND TOTAL PREMIUM BY YEAR	\$399,000	\$399,000	\$399,000	\$1,197,000

*Chittenden's quote #3 from
Lexington Insurance Co*

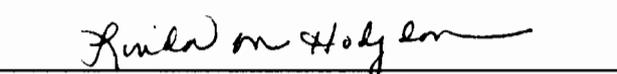
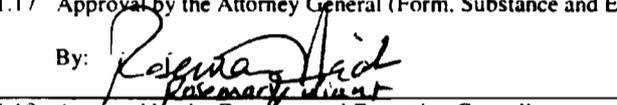
Description	Policy Premium for Year One 5/1/2010-2011	Policy Premium for Year Two 5/1/2011-2012	Policy Premium for Year Three 5/1/2012-2013	TOTAL PREMIUM BY COVERAGE
REQUIRED COVERAGES				
Commercial Property Coverage with \$1,500,000 Annual Deductible	Premium = \$320,000 Rate per \$100= .0326 2% surplus lines tax = \$6,400	Premium = \$320,000 Rate per \$100= .0326 2% surplus lines tax = \$6,400	Premium = \$320,000 Rate per \$100= .0326 2% surplus lines tax = \$6,400	\$979,200
Earthquake and Flood Insurance \$1,000,000 deductible	Included above	Included above	Included above	
SUBTOTAL	\$326,400	\$326,400	\$326,400	\$979,200
OTHER				
10 PROPERTY APPRAISALS PER YEAR	Included above	Included above	Included above	
AGENCY COMMISSION	Included above	Included above	Included above	
SUBTOTAL				
TOTAL PREMIUM BY YEAR	\$326,400	\$326,400	\$326,400	\$979,200
OPTIONAL COVERAGE				
TRIA coverage	\$9,600	\$9,600	\$9,600	\$28,800
GRAND TOTAL PREMIUM BY YEAR	\$336,000	\$336,000	\$336,000	\$1,008,000

Subject: Commercial Property Insurance for State Owned Buildings FORM NUMBER P-37 (version 1/09)

AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name <u>Dept of Administrative Services</u>		1.2 State Agency Address <u>25 Capitol Street, Concord NH 03301</u>	
1.3 Contractor Name <u>Slawsby Agency, Inc.</u>		1.4 Contractor Address <u>90 Main Street, Nashua NH 03061</u>	
1.5 Contractor Phone Number <u>800-258-1776</u>	1.6 Account Number <u>01001413750000211500757</u>	1.7 Completion Date <u>May 1, 2013</u>	1.8 Price Limitation <u>\$1,006,000</u>
1.9 Contracting Officer for State Agency <u>Linda M. Hodgdon, Commissioner of Administrative Services</u>		1.10 State Agency Telephone Number <u>603-271-1400</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>David Herod, Vice President of Sales</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>April 2, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>Notary Public - New Hampshire</u> <u>My Commission Expires August 19, 2014</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Linda M. Hodgdon, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4-16-10</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**Commercial Property Insurance Coverage for
State Owned Buildings
Contract Agreement Between
The Department of Administrative Services
and Slawsby Insurance Agency, Inc.**

Exhibit A - Scope of Services

Slawsby Agency, Inc., hereinafter called the Contractor, agrees to provide commercial property, earthquake and flood coverage and undertake thirty property appraisals for the State of New Hampshire's real property from May 1, 2010 through May 1, 2013. The coverage consists of (1) real property insurance coverage for a blanket building and contents limit of \$980,402,481 using a guaranteed rate of .0271 per \$100, with a \$1,000,000 deductible; (2) earthquake and flood insurance coverage with a limit of \$10,000,000 using a guaranteed rate of .003 per \$100, with a \$1,000,000 deductible; the blended rate of .0301 is for both the real property, earthquake and flood insurance coverage; and (3) conducting thirty appraisals for the three year term at \$36,000 or \$1,200 per appraisal; and (4) agency commission for the three year term of \$45,000.

Contractor's Initials DH

Date 4/2/10

**Commercial Property Insurance Coverage for
State Owned Buildings
Contract Agreement Between
The Department of Administrative Services
and Slawsby Insurance Agency, Inc.**

Exhibit B – Price and Method of Payment

The annual premium effective May 1, 2010 through May 1, 2011 is \$322,000 with an additional amount of \$20,000 as an allowance for additional coverage in each year of the contract with a total of \$342,000. Real property coverage is for a guaranteed rate, namely .0301 per \$100.

The annual premium of \$322,000 is made up of \$295,000 for property, earthquake and flood insurance, \$12,000 for ten appraisals and \$15,000 for commission for Slawsby Insurance Agency, Inc.

The premium payment of \$322,000 is due within thirty days from the date of contract approval by Governor and Council.

The appropriate account number for the P-37 form, section 1.6 is listed below:

010-014-13750000-211 -500757

FY2010 \$ 322,000

FY 2011 \$ 342,000

FY 2012 \$342,000

100% General Funds

**Commercial Property Insurance Coverage for
State Owned Buildings
Contract Agreement Between
The Department of Administrative Services
and Slawsby Insurance Agency, Inc.**

Exhibit C – Special Provisions

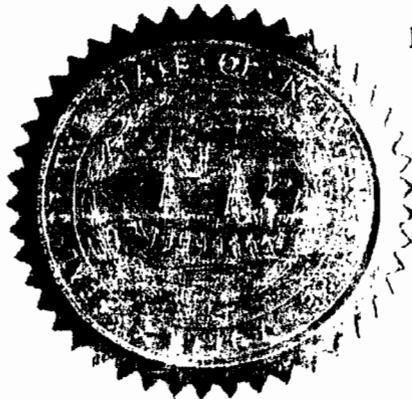
Form P-37, section 14 Insurance, is amended per the attached certificate of insurance from Slawsby Insurance Agency, Inc. to include the following coverage enhancements:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$2,000,000 per occurrence and in the aggregate
4. Workers compensation coverage with statutory limits and Employers' Liability with limits of \$500,000 per accident and \$500,000 policy limit
5. Errors and Omissions liability insurance coverage with limits of \$10,000,000

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify Slawsby Insurance Agency, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 17, 1973. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of March, A.D. 2010

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

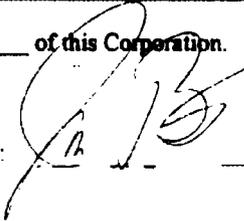
**FORM 3
CERTIFICATE OF VOTE/CERTIFICATE OF AUTHORITY**

I, Jon C. Barton hereby certify that I am duly elected
President and Director of Slawsby Insurance Agency, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on March 1, 2010, at which a quorum of the Board was present and voting.

VOTED: That David E. Herod is duly authorized to enter into a specific contract namely Commercial Property Insurance Bid RFB 2010-133 with Travelers Insurance and the State of NH and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of March 1, 2010, and that David E. Herod is duly elected Vice President of Sales of this Corporation.

DATED: 4/2/2010 ATTEST: 

(Affix Corp. Seal)

WESTPORT INSURANCE CORPORATION
CERTIFICATE OF INSURANCE
(Claims First Made)

Issue Date: 3/29/2010

Certificate Holder:
RISK MANAGEMENT UNIT
STATE OF NEW HAMPSHIRE
25 CAPITOL STREET
CONCORD, NH 03301

This is to certify that the named insured is covered by the insurance Policy described below issued by Westport Insurance Corporation of Overland Park, Kansas. Coverage afforded the named insured is subject to all terms, exclusions, limitations and conditions of such policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE: Errors & Omissions Liability

POLICY NUMBER: WED4NH005185704

NAMED INSURED: MINUTEMAN SERVICES, INC.

Policy Aggregate Limit of Liability for all "coverage units" : \$10,000,000

Coverage - CLAIMS EXPENSES ARE IN ADDITION TO THE LIMIT OF LIABILITY FOR THE COVERAGES UNITS LISTED IN THIS SECTION

"Coverage Unit"	"Coverage Unit" Limit of Liability Each Claim	"Coverage Unit" Limit of Liability Aggregate Each "Policy Period"	Deductible Each Claim	Deductible Aggregate Each "Policy Period"	"Retroactive Date"
Insurance Industry	\$10,000,000	\$10,000,000	\$ 10,000	\$ 30,000	Full Prior Acts
Professional Liability	N/A	N/A	N/A	N/A	N/A

Coverage - CLAIMS EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY FOR THE COVERAGES UNITS LISTED IN THIS SECTION

"Coverage Unit"	"Coverage Unit" Limit of Liability Each Claim	"Coverage Unit" Limit of Liability Aggregate Each "Policy Period"	Deductible Each Claim	Deductible Aggregate Each "Policy Period"	"Retroactive Date"

EFFECTIVE DATE: FROM: September 01, 2009 TO: September 01, 2010

By the issuance of this Certificate, Westport Insurance Corporation assumes no obligation to provide notice of change in or cancellation of the policy.

WESTPORT INSURANCE CORPORATION



Authorized Representative

WESTPORT INSURANCE CORPORATION

ADDITIONAL INSURED COVERAGE ENDORSEMENT

As respects:
Insurance Industry Professional Liability

"coverage unit(s)," it is hereby understood and agreed that the coverage otherwise covered under this "policy" extends to:

THE SLAWSBY INSURANCE AGENCY, INC, DBA THE MINUTEMAN GROUP

for "wrongful acts" committed:

prior to _____

subsequent to _____

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

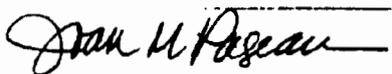
Endorsement Effective 09-01-09

Policy No. WED4NH005185704

Named Insured MINUTEMAN SERVICES, INC.

Counterparted.

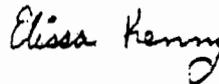
WESTPORT INSURANCE CORPORATION



Authorized Representative



President



Secretary

Endorsement Serial No. WGPL-104A (03/99)

Insured Copy

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.